



November 23, 2004

**County of Culpeper, Virginia
Request For Proposal
RFP OA-05-0011**

Proposals will be received in hand in the Office of the Culpeper County Procurement Office, in the County Administration Building, 302 North Main Street, Culpeper, Virginia 22701, until 2'o'clock PM, local time, Wednesday, December 29, 2004, for:

MILLIMETER WAVE & FREE SPACE OPTICS

The County of Culpeper is requesting proposals to acquire, have installed and make operational a complete wireless interconnection that creates a point-to-point solution with a minimum network throughput of 45 Mbps full duplex between the County's Information Technology Department and the Emergency Operation Center.

A copy of the Request for Proposal may be obtained upon request from the Office of the County of Culpeper Procurement/Communication Director: Alan Culpeper, 302 North Main Street, Culpeper, Virginia 22701, Telephone Number (540) 727-3427, E-mail: aculpeper@culpepercounty.gov, or on the Culpeper County Website at www.culpepercounty.gov.

Culpeper County reserves the right to reject any and all proposals and to waive any informalities or irregularities in procedure.

**CULPEPER COUNTY, VIRGINIA
PURCHASING AGENT**



COUNTY OF CULPEPER

RFP NO. OA-05-0011

REQUEST FOR PROPOSALS

FOR

MILLIMETER WAVE & FREE SPACE OPTICS

November 23, 2004

302 North Main Street
Culpeper, Virginia 22701

Table of Contents

- I. INTRODUCTION
 - A. General Information
- II. NATURE OF SERVICES REQUIRED
 - A. General
 - B. Scope of Work to be Performed
 - C. Completion Date
 - D. Infrastructure Design
 - E. Proposer Assurance
 - F. Interference and Testing
 - G. Point-to-Point
 - H. Link Path
 - I. Wireless Network Performance Requirements
 - J. Connectivity
 - K. Equipment Mounting and Rack
- III. PRODUCT SOLUTIONS
 - A. Product
 - B. Manufacturer Letter
 - C. Millimeter Wave (MMW) Radio
 - D. Free Space Optics Transceiver
- IV. INTERCONNECTING OF SYSTEM COMPONENTS
 - A. Conduits
 - B. Cable/Fiber
 - C. Patch Cords
 - D. Antenna/Transceiver Mounting Apparatus
- V. INSTALLATION AND TESTING
 - A. General
 - B. Testing
 - C. Service after Installation
- VI. TRAINING
- VII. PRODUCT SUMITTAL QUESTIONS
- VIII. PROJECT SCHEDULE

IX. TIME REQUIRMENTS

X. PROPOSAL INSTRUCTUIONS

XI. EVALUATION PROCEDURES

XII. GENERAL CONDITIONS

XIII. CONTRACT REQUIREMENTS

XIV. INSURANCE REQUIREMENTS

XV. CERTIFICATE OF NO COLLUSION

ATTACHMENT A: INFORMATION ON SITES

I. INTRODUCTION

A. General Information

The County of Culpeper is requesting proposals to acquire, have installed and made operational a complete wireless interconnection that creates a point-to-point solution with a minimum network throughput of 45 Mbps full duplex between the County's Information Technology Department and the Emergency Operation Center (EOC). This wireless service shall perform as an automatic backup to the proposed fiber optic network.

Culpeper County does not discriminate on the basis of race, religion, color, sex, national origin, age, or disability, or against faith-based organizations as defined under the Virginia Public Procurement Act on the basis of such organization's religious or charitable character. Reasonable accommodations will be provided to person with disabilities, if required.

This procurement is governed by the procedures of the Virginia Public Procurement Act and the procurement procedures of the County of Culpeper. Where applicable, the meaning of a word or phrase used herein shall be the meaning given in the Virginia Public Procurement Act. Specifically, this procurement of professional services will follow the procedures in Sec. 2.2 of the Code of Virginia.

Offerors are not to submit estimated man-hours or cost for services with their proposals. At the discussion stage, the County will discuss non-binding estimates of cost.

There is no expressed or implied obligation for the County of Culpeper to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

All references to "County," or "Culpeper County" means "County of Culpeper, Virginia"

To be considered, one (1) original and five (5) copies of a proposal must be received by the County of Culpeper, Purchasing Agent, Culpeper County Administration Office, 302 North Main Street, Culpeper Virginia 22701 and no later than 2:00 P.M., Wednesday, December 29, 2004. The County of Culpeper reserves the right to reject any or all proposals submitted.

An evaluation team, selected by the County, will evaluate proposals submitted.

During the evaluation process, the evaluation team and the County of Culpeper reserves the right, where it may serve the County of Culpeper's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the County of Culpeper or the evaluation team, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The County of Culpeper reserves the right to retain all proposals submitted and to use any ideas in a proposal, which are not designated preparatory, regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the contract between the County of Culpeper and the firm selected.

II. NATURE OF SERVICES REQUIRED

A. General

The County of Culpeper is requesting proposals to acquire, have installed and made operational a complete wireless interconnection that creates a point-to-point solution with a minimum network throughput of 45 Mbps full duplex between the County's Information Technology Department and the Emergency Operation Center (EOC). This wireless service shall perform as an automatic backup to the proposed fiber optic network.

B. Scope of Work to be Performed

The wireless portion of this network is expected to serve as a backup to the fiber optic network such that if any link of the fiber system were to fail for whatever reason, the wireless link or links will take over the network connection until the fiber is returned to normal operation.

The wireless network is anticipated to be made operational in advance of the fiber network and as such it shall be the main interconnect for several weeks.

C. Completion Date

The wireless system must be completed, tested and accepted by the County no sooner than the completion date of the 800 MHz radio system test. The estimated completion of the 800 MHz radio system is June, 2004, and April, 2004 for the Emergency Operation Center (EOC) the contractor may begin work any time after contract signing. The warranty will begin on the date of Final Acceptance.

D. Infrastructure Design

Minimally, the link shall offer an IP connection capable of supporting a minimum throughput of 100 Mbps (higher speed is more desirable) between the main site and the end point.

E. Proposer Assurance

The Proposer shall be aware that at the time of contract award, the Proposer will then become the Contractor and shall be responsible to provide, install and make operational a complete wireless network that performs to the required specification and interconnects with each site.

F. Interference and Testing

The Proposer shall make any necessary test and site visits to determine if potential interference exists in the area and only propose equipment capable of mitigating or eliminating such interference effects. It is anticipated the Proposer selected for the contract will conduct a complete site survey with spectrum analysis testing at both sites. The Proposer is responsible for all necessary testing cost. The County will offer support to the Proposer to gain access antenna mounting locations to conduct necessary testing before submittal of response.

G. Point-to-Point

The Basis of the network wireless link shall be considered as point-to-point technology. The desire of the County is to establish a high speed fixed wireless solution that utilizes the following technologies: the infrared spectrum of light (free space optics), and the unlicensed millimeter wave frequencies.

H. Link Path

There is one link between the Culpeper County Information Technology Department and the new Emergency Operation Center. Attachment A (Information on Sites) provides detailed information concerning the two sites. Visual line of sight has been determined to exist for the links.

The end points of the link is expected to consist of an antenna, transceiver, and power supply thus offering a connection to the County's network in the buildings. The link shall have a sufficient level of security for the intended purpose. Proposer shall submit information in the response that refers to the intended security levels proposed and how that security will be maintained.

I. Wireless network Performance Requirements

The intent is for the Proposer to create a completely operational network that can interconnect the EOC to the County's network.

1. Wireless link shall be provisioned between the County's Information Technology Department and the EOC.
2. Wireless link shall offer link performance objectives based on G.821 and G.826 as related to Errored Seconds (ES), Severely Errored Seconds (SES) and Degraded Minute (DM).
3. Proposer shall be required to address potential causes of outages including multipath fading effects, background errors in equipment, wind effects, and propagation (diffraction, rain and fog).
4. Expectation of performance:
 - a. Link to be available 99.99%
 - b. Diffraction to offer 99.99%

J. Connectivity

1. Connectivity – Base Station: The Proposer is responsible for the provisioning of a 100 Mbps Category 6 copper connection between the network electronics (main equipment room). The Category 6 cable will serve as the Information Technology Department's connection to the wireless network. Cable shall be installed with a RJ45 jack at each end.
2. Connectivity – End Site: The Proposer shall extend 100 Mbps connectivity to the "Equipment Room" at the EOC to connect the wireless network to the network electronics. Cable shall be installed with a RJ45 jack.

K. Equipment Mounting and Rack

All equipment located at the base station and EOC will be located in the buildings equipment room. Equipment racks shall be free standing with vented side panels, top and bottom panels. Necessary power distribution within the cabinet shall be provided via a front panel distribution system with power indicators.

A power supply source of 120 VAC will be available at each location of equipment to be used by the Proposer to provide power to the wireless transceiver system. The system shall operate on standard 120 VAC power.

III. PRODUCT SOLUTIONS

A. Product

The requirement exists to provide 100 Mbps throughput for the link between the County and EOC with an estimated distance between 1.2 and 1.5 miles, thus allowing for various solutions including millimeter wave (60 GHz) and free space optics, or a combination thereof. The following specifications outline each of the known technologies that may be used to meet these needs plus other components that are expected to make up the system. Proposer shall explain why a particular wireless technology has been proposed.

B. Manufacturer Letter

Due to the nature and maturity of products that may be proposed for this project, a letter from the product manufacturer shall be included that addresses project/feature availability at the time of proposed installation. This letter shall state when and what will be delivered for installation to meet installment timeline requirements.

C. Millimeter Wave (MMW) Radio

1. Regulatory Compliance

- a. The system shall be certified to operate under FCC Part 15 in the license-free 57.05 – 64 GHz band.
- b. The system shall offer a lower exposure than 1uW/cm²

2. System management

- a. The system shall utilize a GUI-based integrated management system and have SNMP addressable features.
- b. Management software shall be supplied for use by the County network management center.

3. Power Supply & Environment

- a. The System shall have the capability of being powered by local 120 VAC 60 Hz mains.
- b. Operating temperature shall exceed -4° and 122°F.

D. Free Space Optics Transceiver

1. Regulatory Compliance

- a. The system shall be certified to operate under FCC rules as a Class A, Title 47, Part 15.
- b. Safety standards of American National Standards Institute (ANSI), FDA Center for Device and Radiological Health (CDRH) and International Electro-technical Commission (IEC).

2. System Management

- a. The system shall utilize a GUI-based integrated management system and have SNMP addressable features.
- b. Management software shall be supplied for use by the County network management center.

3. Power Supply & Environment

- a. The System shall have the capability of being powered by local 120 VAC 60 Hz mains.

- b. Operating temperature shall exceed -4° and 122°F.

IV. INTERCONNECTING OF SYSTEM COMPONENTS

A. Conduits

Wherever an interconnecting cable is required to pass through a wall or roof, a conduit sleeve with a square inch area twice that of the cables being installed shall be supplied and installed with proper bushing and/or weather head and cable drip loops. All conduit installation shall conform to local code requirement as to mounting and grounding.

B. Cable/Fiber

As each of the various components of the proposed system may require specialized cabling/fiber to interconnect their components, a detailed specification is not provided. The proper type of cable shall be provided for the particular application with consideration given to its installed location and meeting codes, such as indoor rated, outdoor rated, plenum rated, etc.

C. Patch Cords

All patch cords (Category 6 and fiber optics) that are required for a complete and operational system shall be supplied by Proposer.

D. Antenna/Transceiver Mounting Apparatus

As each possible proposed antenna/transceiver system utilizes a different type of mounting apparatus, the Proposer shall offer a detailed description of the proposed mounting system at each location. Detail shall included a description of system projects plus ways and means of mounting.

V. INSTALLATION AND TESTING

A. General

1. Proposer shall describe an arrangement for mounting the proposed antennas/transceivers. The use of a Registered Professional Engineer is highly recommended to certify the outside building antenna/transceiver and cabling system design.
2. The Proposer shall submit drawings detailing methods of attachment of proposed equipment to all parts of structures. It is recommended that the installation at the EOC be compliant with Motorola R-56 Standards and Guidelines for Communication Sites. Both the Town and County personnel will review the submitted drawings.
3. All pricing shall include any necessary supporting/mounting apparatus to make Visual line of sight (LOS) possible.
4. The Proposal shall be expected to route a combination of antennae cabling and/or network cabling into the buildings to the designated demarcation location. The Proposer shall provide necessary drip loop, building entrance, lightning and grounding to meet all local code requirements and good wireless engineering practices.
5. Where the manufacturer recommends equipment located out of doors it shall be grounded via a code accepted ground which shall be installed to the building ground system.
6. The routing of the interconnecting cables between various system components shall follow existing low voltage pathways when possible and shall be protected with conduit in all exposed areas and risers.
7. A cabling located exterior to the building shall be encased in an outdoor rated conduit located in such a manner as to offer a safe environment for workers.
8. All building penetrations shall be sealed using a sealer acceptable to the wall structure being penetrated.

9. No roof barrier shall be abridged nor used for mounting of equipment or for conduit penetration without the express written authorization of the proper County official.

B. Testing

1. Prior to final acceptance, Proposer shall insure a link can be established that meets proposed criteria for performance, interference avoidance and mechanical soundness.

C. Service after Installation

1. How will the County of Culpeper contact the proposer(s) for service after the initial installation?

2. Provide the address of Proposer(s)'s service center(s):

3. How quickly can Proposer bring support to Culpeper, VA for an outage if it becomes necessary to do so?

4. Does the Proposer offer a Service Contract? ☐ Yes ☐ No

5. Provide a written description of the types, levels and cost of services contracts offered.

VI. TRAINING

The contractor shall provide to Culpeper County a training session of no less than ½ day that covers all installed wireless equipment including system management software. The training shall be on-site at a County designated location. All system documentation shall be made available during the training including site drawings and test data.

Trainees are expected to come away from the training with a general understanding of the wireless system, its management, general maintenance demands and basic troubleshooting.

VII. PRODUCT SUMMITTAL QUESTIONS

Various types of systems could meet the needs of the County of Culpeper (as previously described) answers the following product related questions are mandatory. Attach manufacture specification sheets for all proposed products.

A. Wireless Equipment

1. Due to the nature of various possible solutions that can be offered to this project. The Proposer shall provide a written narrative that expressly responds to each of the issues described in this section. Limit this narrative to six pages of text (12pt).
2. What is the air interface protocol being proposed to meet the needs of this project? If licensed, how is licensing requirement proposed to be responded to?
3. What is the nature of the duplexing of the particular technology to be proposed, i.e., Full, Half, etc?
4. Describe the wireless point-to-point links proposed to meet the requirements listed previously. Provide manufacturer name and model of each link.
5. Security is an important aspect of any wireless link. Describe the level of security of the traffic being sent over the proposed link and how this compares will other potential wireless solutions.
6. Include a statement of how the system will be monitored and managed.
7. The weather conditions in the Culpeper, Virginia area could have a potentially disastrous effect on the performance of the links. Recognizing wireless is a back-up to the fiber optics, provide an explanation of the proposed solution as to the effect of weather in this area. Reference potential hours of outage and under what conditions, using weather statistics of the area where the installation is planned.
8. As there are various solutions that potentially will meet and/or exceed the requirements of this project, provide in the written description, why the

solution being proposed is the best. Also, within this response, compare the proposed solution to the other possible options and manufacturers.

9. With the various regulatory issues for different types of equipment used to provide interconnections, describe the FCC regulations and safety issues that will be met for the equipment being proposed in this section.
10. Attach to the written submittal of information a letter from the manufacturer stating the availability of the proposed technology and the fact that all features described are in fact available.
11. Due to the various mounting apparatus required for various types of wireless equipment, a description of the proposed hardware to be used at each location must be included as an attachment. Insure that each location has a description of the system components and any unique mounting requirements. While responding to this requirement, verify that state and local codes have been addressed and include a sketch.

VIII. PROJECT SCHEDULE

Proposer shall submit a detailed project schedule showing various milestone dates beginning with project contract and ending with the County acceptance. Non-availability of equipment from the manufacturer shall not be considered a reason for not meeting the proposed schedule.

IX. TIME REQUIREMENTS

A. Proposal Calendar

The following is a list of key dates up to and including the date proposals are due to be submitted:

Request for proposal issued		11/23/2004
Proposals Due, Before	2:00 P.M.	12/29/2004
Selected Firm notified/interviewed		01/11/2005
Contract Date		02/01/2005

Each offeror shall submit one (1) original and five (5) copies of its proposal.

Each proposal shall be in writing. Oral proposals, proposals received by telephone, telecopier, fax or telegraph, shall be rejected.

Each proposal shall be submitted in a sealed envelope with the outside of the envelope stating the name of the Offeror, mailing address, telephone number, and the following identification:

**“RFP #OA-05-0011: PROPOSAL FOR
MILLIMETER WAVE & FREE SPACE OPTICS”**

If a proposal is delivered by mail or by a parcel service, it shall be enclosed in an inner envelope/package labeled as required in the previous statement, and the inner envelope/package shall be enclosed in a mailing envelope or package.

The proposal must be signed by a person in order to be considered. If the offeror is a corporation, limited liability company, or other business organization, the proposal must be submitted in the name of the corporation or business, not simply the corporation's or business's trade name. The offeror must state the corporate or other title of the individual signing the proposal, and shall state that such individual is authorized to act on behalf of the offeror. The Signature/Certificate of no collusion sheet is the last page of this proposal and shall be signed.

All erasures, interpolations and other changes in the proposal shall be signed or initialed by the offeror. A proposal containing any conditions, omissions, erasures, alternations, or items not called for in the request for proposal may be rejected by the County as incomplete.

SUBMITTAL AND RECEIPT OF PROPOSALS: Each proposal must be received in the Culpeper County Purchasing Office, located at 302 North Main Street, Culpeper, Virginia 22701, no later than 2:00 P.M. on Wednesday, December 29, 2004.

Each proposal mailed, delivered or sent by a parcel service must be addressed to:

**County of Culpeper
Attn: Alan H. Culpeper,
Purchasing Agent
302 North Main Street
Culpeper, Virginia 22701**

Proposal not received in the Culpeper County Purchasing Office by the date and time requested, for any reason whatsoever, will be rejected as untimely.

Each proposal will be time stamped upon its receipt and will be retained unopened in a secure location until the time and date set for the receipt of the proposals. The time for the receipt of proposals shall be determined by the time stamp in the Purchasing Office. Each offeror is responsible for assuring that its proposal is stamped by the Purchasing Office personnel by the deadline indicated.

In determining whether a mailed proposal is timely, no consideration will be given to the date of the postmark.

Each late proposal shall be returned unopened to the offeror.

IDENTIFICATION OF PROPRIETARY INFORMATION: Trade secrets or proprietary information submitted in a proposal shall not be subject to disclosure under the Virginia Freedom of Information Act. However, in order for this information to be protected from disclosure, the offeror must specifically invoke the protections of Code of Virginia Sec. 2.2-4342 prior to or upon submission of the trade secrets or proprietary information. The offeror must clearly identify any part of its proposal considered to be protected as trade secret or as proprietary information, and must state the reasons why protection is necessary.

Any offeror shall identify a trade secret or proprietary information by clearly stating "Trade Secret" or "Proprietary Information" adjacent to the particular information, and by clearly identifying the information to be subject to the protection, such as by encircling, highlighting, underlining or other similar means. The offeror shall state the reasons why protection is necessary on a separate page of the proposal.

The County reserves the right to contact an offeror and to request that the offeror explain or clarify why the offeror identified certain information as a trade secret or as proprietary information.

Any offeror shall not identify as trade secret or proprietary information their complete proposal.

ADDENDA: An offeror who requests clarification or interpretation of or improvements to this RFP's general terms, conditions, specifications or requirements shall make a written request which must be received in the Culpeper County Purchasing Office at least ten calendar days prior to the date set for the receipt of proposals.

If the Culpeper County Purchasing Office determines clarification or further information is necessary, it shall issue an addendum to this RFP. The addendum shall be issued no later than five calendar days prior to the date set for the receipt of proposals.

An addendum extending the date for the receipt of proposals or withdrawing this RFP may be issued at any time prior to the date set for the receipt of proposals.

It is the responsibility of each prospective offeror to provide the Culpeper County Purchasing Office with the name, address, telephone number and fax number of the person to whom addenda should be sent.

The Culpeper County Purchasing Office may issue an addendum by fax or by any other means.

COMMENTS: It is Culpeper County's intent that this RFP promote competition. Each offeror is responsible for advising the County if any language, requirements, specifications, or other elements of this RFP inadvertently restrict or limit the requirements stated in this RFP to a single source. The notification must be received by the Culpeper County Purchasing Office not later than ten days prior to the date set for the receipt of the proposals. A review of such notifications will be made.

Culpeper County solicits comments from all offerors concerning this RFP.

COMMUNICATIONS: Any communications pertaining to the scope of work, the preparation or submittal of a proposal, and all other communications with the Culpeper County Purchasing Office referred to in this RFP, must be made to:

Alan H. Culpeper
Director of Procurement & Communications
County of Culpeper
302 North Main Street
Culpeper, VA 22701
(540) 727-3427
aculpeper@culpepercounty.gov

X. PROPOSAL INSTRUCTIONS

Each offeror is responsible for examining and understanding this RFP prior to submitting a proposal. Offerors assume all risk of errors contained in this Procurement process and no contract awarded will be increased to cover costs that should have been anticipated by the offeror in examine the documents.

Each offeror shall demonstrate its ability to timely deliver the requested services.

The County reserves the right to request verification, validation or clarification of any information contained in a proposal.

Offerors are advised that time is of the essence.

XI. EVALUATION PROCEDURES

The County's Evaluation Team (Selected by the Director of Procurement & Communications) will independently read, review and evaluate each proposal and a recommendation will be made on the basis of the criteria listed below.

- A. Proven record of expertise and qualifications in the installation and operations of Millimeter Wave & Free Space Optics.
- B. The understanding of the work, how the work is to be performed, the timing of the work, and the assistance needed from the County.
- C. References: From other governmental entities.
- E. Overall completeness, clarity and quality of proposal.

Once each evaluation team member has independently read and rated each proposal, based on the criteria listed above, a preliminary evaluation rating will be developed which indicates the group's collective ranking of the highest rated proposals in a descending order. At this point, the evaluation team will conduct interviews with the top ranked firms. During the interview process, non-binding price proposals and costing data can be discussed. Once these interviews and discussions are completed, including the non-binding estimates of cost, the committee will finalize the rankings, including consideration of costs of services. Final negotiations for a binding estimate of cost will begin with the top ranked firm. If a contract acceptable to the County cannot be negotiated at a price considered fair and reasonable, negotiations shall be terminated with the top ranked firm and negotiations will then proceed with the next highest ranked firm

until an agreement is reached. The Evaluation Team will conduct all subsequent negotiations and will make a recommendation to the Director of Procurement.

XII. GENERAL CONDITIONS

NON-DISCRIMINATION CLAUSE: In accordance with Section 2.2-4311 of the Code of Virginia, every contract for goods or services over \$10,000 shall include the following provisions:

1. During the performance of this contract, the Contractor agrees as follows:
 - A. The Contractor will not discriminate against any employee or applicant for employment because of disability or because of race, religion, sex or national origin except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 - B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The Contractor shall include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

The County reserves the right to make inquiries to any current and/or former contracts/clients, whether or not the clients are identified by the offeror in the proposal.

CERTIFICATE OF NO COLLUSION: Offeror agrees to certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia as amended. Furthermore, offeror understands that fraud and unlawful collusion are crimes under the

Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

TAXES: Culpeper County is exempt from state, local and federal sales, use, or excise taxes.

MODIFICATION OF PROPOSALS: A proposal may be modified or corrected until the date and time those proposals must be received. A modified or corrected proposal received after the date and time that the proposals must be received shall be rejected.

An offeror who intends to modify or correct its proposal shall immediately notify the Culpeper County Purchasing Office in writing of its intentions.

A modified or corrected proposal shall be submitted as required and the wording "Supersedes all previous submissions" shall be noted on the outside of the sealed envelope.

An offeror selected for negotiation with the County may be permitted to amend or modify its proposal, but only if approved by the County.

WITHDRAWAL OF PROPOSALS: A proposal may be withdrawn any time prior to the date and time that proposals must be received.

An offeror who intends to withdraw its proposal shall immediately notify the Culpeper County Purchasing Office in writing of its intentions.

A proposal may not be withdrawn after the date and time that proposals must be received and for ninety (90) days thereafter.

REJECTION OF PROPOSALS: The County of Culpeper reserves the right, at any time prior to the award of the contract, to reject any or all proposals, or any part thereof, to make no award, or to issue a new RFP.

INSPECTION OF RECORDS: Any offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the opening of all proposals but prior to award, except in the event the County decides not to accept any of the proposals. Otherwise, proposal records shall be open to public inspection only after the award of the contract.

Any inspection of procurement records shall be subject to reasonable restrictions to ensure the security and integrity of the records.

RELIANCE UPON REPRESENTATIONS: The County of Culpeper assumes no responsibility for any oral instruction, suggestions or interpretation given by any County officer, employee, agent or consultant to any offeror.

The statements contained herein are made for the purpose of informing and assisting prospective offerors in preparing proposals. None of the statements contained herein shall be construed to be a warranty or a representation of the County of Culpeper, Virginia, its officers, employees, agents or consultants. The County of Culpeper, Virginia, and its officers, employees, agents and consultants shall not be liable to any offeror or persons for any statement contained herein.

EXCEPTIONS: All exceptions shall be stated, no matter how seemingly minor. Any exceptions not taken shall be assumed by the offeror to be included in the proposal, regardless of the cost to the offeror.

OTHER TERMS: Any costs incurred by any offeror during the competitive sealed proposal process, including but not limited to the costs incurred in preparing or submitting a proposal, shall be the offeror's sole responsibility. The County will not reimburse an offeror for any such costs.

All offeror inquiries or correspondence relating to or in reference to this RFP and all reports, charts, displays, schedules, exhibits and other documentation submitted by any offeror shall be the property of Culpeper County.

XIII. CONTRACT REQUIREMENTS

CONTRACT REQUIREMENTS - GENERAL: The contract documents shall consist of the contract agreement, the proposal submitted by the successful offeror, this RFP, including the terms, conditions and required contract provisions but subject to the next paragraph, all attachments and modifications or corrections to the RFP, Insurance Certificates and the Certificate of No Collusion.

The County reserves the right to amend or waive any of the required contract provisions and the right to use the contractor's standard contract form, either with or without modifications thereof.

REQUIRED CONTRACT PROVISIONS: The contractor shall indemnify and hold harmless the County of Culpeper, Virginia, its officers, agents and all employees and volunteers, from any and all claims for bodily injury, and personal injury and/or property damage, including the cost of investigation, all expenses of litigation, including reasonable attorney fees, and the cost of appeals arising out of any claims or suits which result from error, omissions, or negligent acts of the contractor, its subcontractors and their agents and employees.

The contractor's relationship with the County shall at all time be that of an independent contractor. The contract documents shall not be construed to designate the contractor, or any of its officers, employees, as employees or agents of the County.

Subject to the provisions below, the contract may be terminated by the County upon ninety days advance written notice to the contractor. The contractor will be paid for the reasonable value of work performed as of the termination date. If any work or service hereunder is in progress, but not completed as of the date of termination, then the contract may be extended upon written approval of the County until the work or services are completed and accepted.

In the event the contract is terminated or canceled upon request and for the convenience of the Culpeper County, without the required ninety days advance written notice, the County shall negotiate reasonable termination costs, if applicable.

Termination by Culpeper County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision. The ninety days advance notice requirement is waived in the event of termination for cause, default or negligence on the part of the contractor, and the County shall not pay any termination cost in such cases.

During the term of the contract, the contractor shall not, without the prior written permission of the County, accept from other clients any assignment or tasks which substantially conflict with the objectives of the contract. The contractor shall give written notice to the County with respect to any such assignments or tasks. The notice shall set forth in reasonable detail the services the contractor would undertake to perform in connection with such assignments or tasks. The County agrees to grant or deny its consent to the Contractor's acceptance of the assignments or tasks described in the notice within ten days after the notice is given. The County shall be deemed to have granted its consent if no action is taken by the County within said ten-day period.

The contractor shall accept full and exclusive responsibility for the payment of any and all contributions or taxes, or both, for any unemployment insurance, medical and old age retirement benefits, pensions, and annuities now or hereinafter imposed under any law of the United States or any State, which are measured by the wages, salaries or other

remuneration paid to persons employed by the contractor on the work to be performed under the contract or in any way connected therewith. The contractor shall comply with all administrative regulations and rulings there under with respect to any of the matters. The contractor shall reimburse the County for any of the contributions or taxes, or both, or any part thereof, if by law the County may be required to pay the same or any part thereof.

The contractor shall not assign or transfer its interest in the contract or any of its respective rights hereunder without the prior written permission of Culpeper County.

The contractor shall acknowledge that Code of Virginia, sections 2.2-4367 through 2.2-4377, which are part of the Virginia Public Procurement Act, relating to Ethics in Public Contracting, are applicable to the contract.

The Agreement will be subject to annual funding by the Board of Supervisors of the County of Culpeper, Virginia for services and work specified hereunder. In the event the Board of Supervisors fails to appropriate the funds necessary to perform the services and work specified in the Agreement and other contract documents, this Agreement shall be deemed canceled, with no penalty to the County, and of no effect, provided notice of such cancellation is given to the contractor within Ninety (90) days of the Board of Supervisors' Final approval of the annual County Budget. When funds are not appropriated or otherwise made available to support continuation of performance of the service or work that is subject of this Agreement in a subsequent fiscal year, the Agreement shall be canceled in accordance with this provision and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the or services delivered under the Agreement.

XIV. INSURANCE REQUIREMENTS

The contractor shall, during the performance of the contract, keep in force at least the following minimum limits of Insurance:

Workers compensation insurance shall comply with the requirements of the laws of the Commonwealth of Virginia.

Insurance in the following amounts is required:

<u>Type of Insurance</u>	<u>Each Person</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
Worker's Compensation			
Public Liability	Statutory	Statutory	
Property Damage			\$1,000,000
Contractor's Protective Public Liability	\$1,000,000	\$1,000,000	
Contractor's Protective Property Damage			\$1,000,000
Contractual Liability	\$500,000	\$1,000,000	
Contractual Property Damage			\$1,000,000
Completed Operations and Products Liability	\$500,000	\$1,000,000	\$1,000,000
Vehicle Liability	\$1,000,000	\$1,000,000	\$1,000,000

XV. CERTIFICATE OF NO COLLUSION

The undersigned does hereby certify that in connection with the procurement to which this Certification of No Collusion is incorporated/attached that:

This proposal is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; nor is this proposal the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.1 of the Code of Virginia, 1950, as amended (18.2-498.1 et seq.).

The undersigned declares that the person or persons signing this proposal is/are fully authorized to sign the proposal on behalf of the firm listed and to bind the firm to all conditions and provisions thereof.

Respectfully submitted this _____ day of _____, 2003.

Name of Firm/Corporation Submitting proposal:

By: _____

Signature: _____

Title: _____

Address: _____

Federal I. D. # _____

Telephone Number: _____

SUBSCRIBED AND SWORN to before me by the above named
_____ on the ____ day of _____, 2003.

Notary Public in and for the State of _____

My commission expires: _____

ATTACHMENT A: INFORMATION ON SITE

View from 308 North Main Street Building to Emergency
Operation Center, 15166 Richmond Road

190 Ft. Monopole
N38° 29' 38.9"
W77° 59' 38.5"



Culpeper County, 308 North Main Street Building

N38° 28' 30.7"
W77° 59' 44.1"

Proposed Mounting

